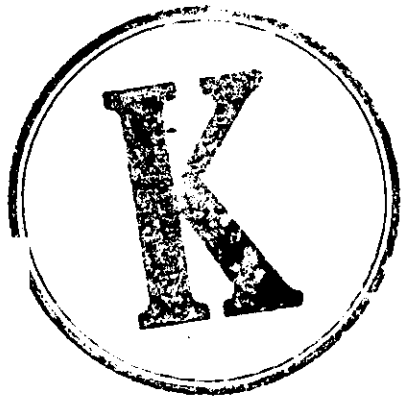
L. Misc/41.

Legal Department
E' Branch.



Miscellaneous Leases and Licenses
- Scrutiny of -

(P 180/E)

L. Misc/41. 47. E

1 4 1 5
87

4

THIS LEASE made the day of in the Christian year one thousand nine hundred and forty one between Gopal Narayan Ubhayakar, by caste Brahmin, inhabitant of Hubli in the Taluka of Hubli in the District of Dharwar (hereinafter called "the lessor" which expression shall unless excluded by or repugnant to the context include the said G. N. Ubhayakar ~~in~~ his heirs, executors, administrators and assigns) of the one part and the Governor of Bombay (hereinafter called 'the lessee' which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the other part.

WHEREAS THE LESSOR is possessed of or otherwise well and sufficiently entitled to the land and buildings more particularly hereinafter specified; and whereas the lessor has agreed to let and the lessee has agreed to take the said land and buildings on lease at the rent for the period and on the terms and conditions hereinafter mentioned; and whereas the sanction required by rule 833 of the Bombay Civil Service Rules for the said lease has been accorded by Government under its memorandum No.6563-E, Education Department, dated the 20th November 1940.

NO THIS LEASE witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the lessee to be performed and observed, the lessor doth hereby demise unto the lessee all that piece or parcel of land (hereinafter referred to as the said land) being from East to West on the north to south on the east side 55 yards and on the west side 55 yards and containing by admeasurement 2220 square yards be the same a little more or less and situate in the Lakmanhalli village, Dharwar Taluka and in the registration sub-District of Dharwar in the Dharwar District and bounded as follows, that is to say:-

3 43 83

On the West by Road

On the East by Road

On the North by common compound wall of the lessor & R. V. Sirur

On the South by Road

the said land forming part of the Revenue Survey No.47 of the said village and now being in the occupation of G.N.Ubhayakar together with all and singular the premises consisting of the dwelling houses, buildings, tenements, out-houses, walls with all the fixtures and things belonging thereto and all the easements, rights and appurtenances thereto belonging, all of which are enumerated and described in the Schedule hereto; and which together with the said land are hereinafter collectively referred to as "the demised premises". To Hold the demised premises unto the lessee for a term of two years commencing from the 1st day of April 1941 but determinable as hereinafter provided Yielding and Paying therefor every month during the said term unto the lessor or his duly appointed agent the monthly rent of Rs. ~~52-12-0 (including water and electric charges)~~ 45 without any deduction whatsoever payable on the 5th day of each successive month beginning with the 5th day of May in the year one thousand nine hundred and forty one, on which day the first payment shall be made.

2. The lessee doth hereby covenant with the lessor as follows, namely, that the lessee shall from time to time during the continuance of this lease -

(1) pay or cause to be paid to the lessor or his duly appointed agent the monthly rent of rupees fifty two annas twelve only (Rs.52-12-0) Rs 45-0-0 only hereby reserved at the times and in the manner hereinbefore appointed for payment thereof;

(2) on the expiry of this lease peaceably and quietly surrender the demised premises to the lessor in the same

(2) pay ~~of consent to be paid~~ Municipal/water ~~rates~~ taxes payable ~~in respect of the demised premises~~ and ~~the charges~~ energy consumed by the lessee on his electric

5 45 XX 85

good condition in which they were when let, except in so far as any damage or loss may have been caused to them by reasonable wear or tear or by fire, storm, earthquake or other act of God, or as a result of civil commotion;

(4) provide during the said term at his own expense all electric bulbs required for use in the electric installation provided in the demised premises and replace such bulbs as may fail, fuse or be broken and keep the installation in a clean condition by properly dusting the fans and fittings.

3. The lessor doth hereby covenant with the lessee as follows, that is to say -

(a) that the lessor shall throughout the said term keep the demised premises both externally and internally in thoroughly good and tenantable repairs to the satisfaction of the Executive Engineer for the time being of the division of Dharwar (hereinafter referred to as "the said Executive Engineer") and will, to the like satisfaction, do all necessary or usual white-washing colour-washing and painting with oil paint;

(b) that the lessor will pay the annual ground rent or assessment on the leased premises payable to Government and all municipal and local rates and taxes. The lessor shall also pay or cause to be paid water-rate or tax payable in respect of the demised premises and also the charges for electrical energy consumed by the lessee;

(c) that on receipt of a notice in writing signed by the said Executive Engineer stating that certain repairs specified therein are necessary and required to be done to the demised premises, the lessor shall forthwith cause such repairs to be expeditiously and satisfactorily effected within such period as may be specified in the said notice and that in the event of such repairs not being satisfactorily completed within the period specified, the lessee shall be at liberty to carry out the same at the cost of the lessor

and to deduct the cost of such repairs from any moneys then due or to become due by the lessee to the lessor; provided that except in cases where the repairs are in the opinion of the said Executive Engineer urgently required and the demised premises are in actual occupation of the lessee or any person to whom they are authorisedly ~~sub~~let, if the lessor shall be dissatisfied with any notice of the said Executive Engineer requiring repairs to be effected to the demised premises, he shall be at liberty to refer the matter in the notice other than for the renewal of any chick for the decision of the Collector for the time being of the district of Dharwar by a representation signed by him within one month from the date of receipt of such notice and the decision of the said Collector shall be final and binding on the lessor;

(d) that the lessor shall keep all boundary fences hedges and walls on the demised premises in good order and proper repairs and condition to the satisfaction of the ~~said~~ Executive Engineer;

(e) that the lessor shall pass a receipt for the amount of the rent paid by the lessee;

(f) that the lessor shall permit the lessee or the authorized occupier for the time being of the demised premises to make such additions and alterations to the demised premises and to put up such fittings and fixtures therein or thereon as the lessee or the occupier may consider necessary for his convenience and to remove the same during the period he is in possession of the demised premises; provided always that such removal does not cause destruction or damage to the demised premises;

(g) that the lessee paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore contained shall throughout the said term peaceably possess and enjoy the demised premises without any interruption or disturbance whatsoever from the lessor or any person claiming under him; provided always that if any covenant on the lessee's part herein contained shall not be performed or observed it shall be

lawful for the lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this lease shall absolutely determine but without prejudice to the right of action of the lessor in respect of any breach of the lessee's covenants herein contained; provided always that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the lessor shall have given to the lessee a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the lessee in remedying such breach or breaches within a reasonable time after the giving of such notice;

(h) that the lessor shall allow the lessee during the continuance of this lease to sub-let the demised premises or any portion thereof to any person or persons approved by the lessee, such person being known as the occupier;

(i) that the lessor shall allow the lessee or the occupier to take during the period the produce of all fruit trees, grass and other produce in the demised premises;

(j) that the lessor shall permit the lessee to vacate the demised premises on giving one month's notice in writing, should the demised premises become, in the opinion of the lessee, unsuitable for habitation owing to structural deterioration and in such event the lease shall terminate on the expiry of the said period of notice and the provisions ~~of~~ thereof shall cease to be binding on either party;

4. And it is hereby further agreed and declared by and between the parties hereto -

(a) that in case the demised premises or any part thereof shall be destroyed or damaged by fire, tempest, earthquake or any other act of God or as a result of civil commotion, this lease shall immediately determine and the rent hereby reserved shall cease to accrue due or to be payable;

(b) that ~~the lessee~~ either / only, shall be entitled by giving three months' previous notice in writing to determine this lease and on the expiry of three months from the date of any such notice

(c) On the expiration of the said period 11 5th 8th the lessee shall have the option of renewing the lease for such further period and upon such terms as to rent as may then be agreed upon between the lessor and the lessee

(d) the cost of stamping and registering registration shall be borne by the lessee

unless the lessee shall have agreed in writing that the notice shall not have effect or shall be deemed to be suspended-this lease shall cease and determine and all liabilities and obligations of the lessee hereinbefore expressed so far as the same shall not then already have accrued due or have been incurred thereunder, shall cease and determine as from that date.

Schedule above referred to.

Building with out-houses situate on plot No.3 in the Dharwar Building Society Ltd., Dharwar belonging to the lessor G.N.Ubhayakar.

In Witness Whereof G.N.Ubhayakar, the lessor, has set his hand and the Governor of Bombay has caused the Director of Public Instruction, Poona, to set his hand and the official seal hereto the day and year first abovewritten.

Signed and delivered by the abovenamed GOPAL NARAYAN UBHAYAKAR the lessor in the presence of:-

1.

2.

Signed sealed and delivered by the abovenamed in the presence of:-

1.

2.

Official Seal.

15 69

THIS LEASE made at Belgaum the day of in the Christian year one thousand nine hundred and forty one between Rao Bahadur V. A..Angol inhabitant of Belgaum (hereinafter called "the lessor" which expression shall unless excluded by or repugnant to the context include the said Rao Bahadur V.A. Angol his heirs, executors, administrators and assigns) of the one part and the Governor of Bombay (hereinafter called 'the lessee' which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the other part.

WHEREAS THE LESSOR is possessed of or otherwise well and sufficiently entitled to the land and buildings more particularly hereinafter specified; and whereas the lessor has agreed to let and the lessee has agreed to take the said land and buildings on lease at the rent for the period and on the terms and conditions hereinafter mentioned;

NOW THIS LEASE witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the lessee to be performed and observed, the lessor doth hereby demise unto the lessee all that piece or parcel of land admeasuring square yards be the same a little more or less situate in the Registration District of

17 71 441

Belgaum together with all the buildings and structures standing thereon bearing Municipal No. 2927/1 and bounded as follows, that is to say,

On the North by the Provincial Road leading to the Fort.

On the East by the Municipal building City Survey No. 3927.

On the West City Survey No. 4767/4 of Appaya Kenchappa Halgi.

On the South City Survey No. of Appaya Kenchappa Halgi.

together with all the easements, rights and appurtenances thereto belonging and which together with the said land are hereinafter collectively referred to as "the demised

1973

premises". To Hold the demised premises unto the lessee for a term of ten years commencing from the 15th day of June 1941 Yielding and Paying therefor every month during the said term unto the lessor or his duly appointed agent the monthly rent of Rs. 80/- ~~(rupees eighty only)~~ payable on or before the 5th day of the next following month the rent upto the month of ..... × having been paid before the execution of these presents.

× to be filled in

2. The lessee doth hereby covenant with the lessor as follows, namely , that the lessee shall from time to time during the continuance of this lease --

(1) pay or cause to be paid to the lessor or his duly appointed agent the monthly rent of rupees eighty only hereby reserved at the times and in the manner hereinbefore appointed for payment thereof;

(2) on the expiry of this lease peaceably and quietly surrender the demised premises to the lessor in the same good condition in which they were when let, except in so far as any damage or loss may have been caused to them by reasonable wear or tear or by fire, storm, earthquake or other act of God, or as a result of civil commotion;

(3) replace all electric bulbs as may fail, fuse or be broken;

(4) maintain a small garden in front of the office of the Regional Transport office; ~~and keep it in good condition~~;

(5) bear the ~~electric~~ charges of lights and fans fitted in the ~~main building~~ demised premises;

(6) permit the lessor to rear and take care of mango trees in the demised premises and to take produce of their fruits from time to time;

(7) permit the lessor or his agent at any time during the period of occupation of ~~the~~ the demised premises by the lessee at convenient hours ~~no~~ in the day time to enter into and upon the demised premises and view and examine the state and condition thereof;

3. The lessor doth hereby covenant with the lessee as follows, that is to say --

(a) that the lessor shall throughout the said term keep the demised premises ~~(excluding the garden)~~ both externally and internally in thoroughly good and tentable repairs to the satisfaction of the Regional Transport officer, Karnatak Division (hereinafter referred to as "the ~~said~~ Regional Transport officer);

(b) that the lessor will pay all existing and future ground rent or assessment payable to Government and all municipal and local rates taxes and outgoings of every description payable either by landlord or tenant or by the occupier in respect of demised premises;

(c) that on receipt of a notice in writing signed by the Regional transport officer, stating that certain repairs specified therein are necessary and required to be done

to the demised premises, the lessor shall forthwith cause such repairs to be expeditiously and satisfactorily effected within such period as may be specified in the said notice and that in the event of such repairs not being satisfactorily completed within the period specified the lessee shall be at liberty to carry out the same at the cost of the lessor and to prefer the Bill for payment to the lessor; on the failure of the lessor to pay the cost of repairs the lessee shall deduct the cost of such repairs from any moneys then due or to become due by the lessee to the lessor;

(d) that the lessor shall keep all boundary fences hedges on the demised premises in good order and proper repairs and condition to the satisfaction of the Regional Transport Officer;

(e) that the lessor shall pass a receipt for the amount of the rent paid by the lessee;

(f) that the lessor shall permit the lessee or the authorized occupier for the time being of the demised premises to make such additions and alterations to the demised premises and to put up such fittings and fixtures therein or thereon as the lessee or the occupier may consider necessary for his convenience and to remove the same during the period he is in possession of the demised premises; provided always that such

removal does not cause destruction or damage to the demised premises;

(g) that the lessee paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore contained shall throughout the said term peaceably possess and enjoy the demised premises without any interruption or disturbance whatsoever from the lessor or any person claiming under him;

(h) that the lessor shall ~~keep~~ provide for the first time electric bulbs to the electric installation and keep in good condition and order ~~all electric installations and fans fitted to the demised premises;~~ the electric installations and fans

(i) that the lessor shall permit the lessee to instal a ~~w~~high-bridge in the compound of the demised presmies: Provided that the lessee shall remove the same ~~after~~ before the expiry of the period of the lease without causing damage to the demised premises.

4. And it is hereby further agreed and declared by and between the parties hereto -

(a) that in case the demised premises or any part thereof shall be destroyed or damaged by fire, tempest earthquake or any other act of God or as a result of civil commotion, this lease shall immediately determine and the rent hereby reserved shall ~~case~~ cease to accrue due or to be payable;

(b) the lessor and lessee shall bear all cost of this lease and its duplicate

2781 4589

including stamp and registration charges in the proportion of half to half.

In Witness Whereof Rao Bahadur N.A. Angal the lessor has set his hand and the Governor of Bombay has caused Secretary, Regional Transport Authority, Bombay Province, to set his hand and the official seal hereto the day and year first above-written.

Signed and delivered by the abovenamed the lessor in the presence of :-

1.

2.

Signed sealed and delivered by the abovenamed Secretary, Regional Transport Authority, Bombay Province on behalf of the Governor of Bombay in the presence of :-

1.

2.

OFFICIAL SEAL.

29 87 15-7

No. 113/26-C.

Poona, 20th August, 1941.

From

The Director of Public Instruction,
Province of Bombay, Poona.

To

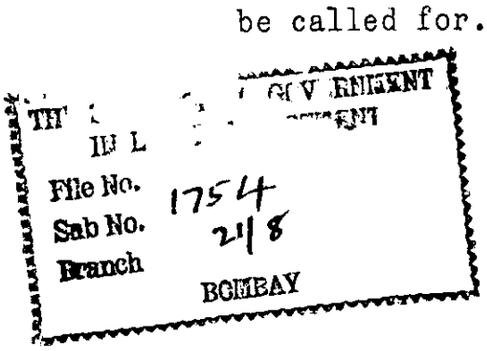
The Solicitor to Government,
Legal Department, Secretariat, Fort,
Bombay.

Subject:- Government High School, Bijapur.-
Leasing of land for use as an ~~April~~ Agricultural farm for the--

Sir,

I have the honour to say that a plot of land measuring about 4 acres and 12 gunthas has been leased for the purposes of an agricultural farm for the Government High School, Bijapur, on the terms and conditions approved by Government in their Resolution, Educational Department, No. 7524 of 30-7-1941 (copy attached).

I enclose a draft lease (in duplicate) received from the Educational Inspector, Southern Division, in respect of the plot, and request that you will be so good as to advise me whether the draft is in order. If not, I request that you will be ~~xx~~ good enough to return the draft with such amendments, etc. as may appear to you to be called for.



I have the honour to be,

Sir,

Your most obedient servant,

for Director of Public Instruction.

SRK.19/8.

3L 89 45

Government Agricultural High School, Bijapur.

Leasing of additional plot for use as agricultural farm for the -- as a temporary measure.

Government of Bombay.
Educational Department.
Resolution No.7524.
Bombay Castle, 30th July 1941.

Letter from the Director of Public Instruction, No.113/26-C, dated the 9th July 1941.-

"I have the honour to invite a reference to paragraph 5(d)(1) of this office letter No. 150/143-IV-C of 10th May 1941, underlying Government Resolution, Educational Department, No.7160 of 6th June 1941 relating to the budget estimates of the Government Agricultural High Schools for the year 1941-42, and to say that the Head Master, Government High School, Bijapur, represented the need for leasing a plot of land measuring about 5-6 acres from this year for the purposes of the school farm, in addition to the plot (about 13½ acres) rented under Government Memorandum, Educational Department, No.6443-E of 13th April 1939.

He suggested also that Survey No. 339 measuring about 4 acres and 12 gunthas which is to the north of the plot rented already should be leased from 1st April 1941, on an annual rental of Rs.55/- temporarily from year to year.

"2/-. As, however, the additional land was required by the school before the beginning of the current school year, the Head Master took possession of the plot (viz. Survey No. 339) in anticipation of the sanction of Government. The Head Master reports that the owners are willing to rent the plot for any length of time but that they have been given to understand that the land would be required for two years in the first instance, the lease, however, being for one year renewable at the end of the period for one more year, if necessary. I attach a memorandum* of conditions on which it has been decided to lease the plot in question for the information of Government. The Collector of Bijapur considers, and the Educational Inspector, Southern Division, agrees with him, that the conditions of the lease are reasonable.

"3/-. In this connection I would point out that the plot belonging to the Taluka Development Association, Bijapur, rented for the school farm has been declared unsuitable by the Director of Agriculture and that it will have, therefore, to be given up sooner or later. I have asked the Educational Inspector, Southern Division, to examine in consultation with the Collector and the Head Master, the question of providing a suitable plot of land of 30 acres in one block for the school for the purposes of an agricultural farm. In the meantime, however, there seems no objection to accepting the proposal of the Head Master to lease Survey No. 339 (about 4 acres and 12 gunthas) on an annual rental of Rs.55/- from 1st April 1941, on the conditions mentioned in the accompanying Memorandum and I recommend that the action taken by him in taking over the plot, in anticipation of the sanction of Government, be approved.

The ..

*Appended to this Resolution.

33 94 167

The proposal involves an extra cost of Rs.55/- during the current year and it can be met from the total provision of *Rs.260/- sanctioned this year for rent for the school farm.

*Rs. 200 plus Rs. 60 - Vide Government Memorandum, Educational Department, No.6443-E of 13th April 1939. Vide Government Resolution, Educational Department, No.7160 of 6th June 1941.

"4/-. I have asked the Educational Inspector, Southern Division, to expedite the submission of his proposals to obtain in one block an area of 30 acres for an Agricultural farm for the Bijapur High School, as suggested by the Director of Agriculture, and will address Government further when his report is received."

Resolution.- Sanction is accorded to the proposal made by the Head Master, Government Agricultural High School, Bijapur, to lease as a temporary measure survey no. 339 for the school farm on an annual rental of Rs.55 from 1st April 1941 on the conditions mentioned in the accompanying memorandum. The necessary provision on this account has been made in the current year's budget.

2. The action taken by the Head Master in taking over the plot in anticipation of Government sanction is approved.

3. The receipt of the Director of Public Instruction's proposals for the provision of a permanent farm for the School should be awaited.

By order of the Governor of Bombay,

V. V. NADKARNI,
Senior Assistant Secretary to Government.

G. R., No. 7524, E. D., dated the 30th July 1941.

To

The Director of Public Instruction,
The Director of Agriculture,
The Collector of Bijapur,

The Accountant General, Bombay,
(through the Finance Department),

The Finance Department.

B.C.
31-7-41.

35 4315,

Accompaniment to Government Resolution, Educational Department, No.7524, dated the 30th July 1941.

Memorandum of conditions on which it is proposed to lease Survey No. 339(of Bijapur) for the purposes of an agricultural farm for the Government High School, Bijapur.

---

(1) Government will pay a rent of Rs.55/- per annum for Survey No. 339 (measuring about 4 acres and 12 gunthas).

(2) The land assessment and local fund cess in respect of the land will be paid by the owners as usual.

(3) The lease will be for a period of 1 year from 1st April 1941 with an option to Government to renew it for one more year on the same conditions as in the present leas

(4) The boundary marks of the plot will be kept in repair as usual, by Government during the period of the lease.

B.C.31/7.

37

Anglo-Urdu High School, Hubli.

Leasing of buildings for ---

Government of Bombay.
Educational Department.
Resolution No. 6624.
Bombay Castle, 23rd August 1941.

Letter from the Director of Public Instruction, No.S-111/29-C, dated the 12th July 1941.-

"I have the honour to invite a reference to Government Resolution, Educational Department, No.6624 of 5th August 1938, in which Government sanctioned the proposal to lease on a monthly rent of Rs.80/- the new building of Mr. Divate for the purpose of the Hostel of the Anglo-Urdu High School, Hubli, for a period of one year and eleven months with effect from 1st June 1938, and to say that the lease terminated on 30th April 1940. The lease in connection with the school building on a monthly rent of Rs.220/- also terminated on 30th April 1940. I asked the Educational Inspector, Southern Division, to take steps, in consultation with the Head Master of the school, for the renewal of the leases for such further period as he might think necessary and to submit his proposals in the matter.

"2/-. I allowed the Educational Inspector provisionally to continue the present buildings on a monthly tenancy basis and to pay the rent to the Land-lords as and when it became due, in anticipation of Government's sanction to the renewal of the leases, as no other suitable buildings were available in Hubli, which could be obtained on lease for the High School and the Hostel attached to it on reasonable rents. In the meantime the Executive Engineer, Dharwar Division, suggested that additional purlins should be fixed to the Hostel building, as the roof of the building was not strong enough. The purlins suggested by the Executive Engineer have now been fixed. The Executive Engineer says that rent at the enhanced rate of Rs.1-4-0 per mensem should be paid on account of essential repairs carried out by the owners. Copies of the certificates received from the Executive Engineer, Dharwar Division and the District Magistrate, Dharwar, as required in paragraph 2(ii) of Government Resolution, Public Works Department, No.9944/27 of 8th May 1936, are enclosed.

"3/-. The Educational Inspector, Southern Division, recommends that the leases in connection with the school and the hostel buildings should be renewed for a further period of 5 years with effect from 1st May 1940, on a monthly rent of Rs.220/- and Rs.81-4-0, respectively. I agree with him. I, therefore, request that Government be pleased to sanction the renewal of the leases in question for a period of 5 years commencing from 1st May 1940, and to approve the action taken by me in allowing the Educational Inspector, Southern Division, to pay the rent in anticipation of Government's sanction to the renewal of the leases."

Memorandum from the Director of Public Instruction, dated the 7th August 1941.

"The proposed leases will be subject to the condition that either party has the right to terminate the lease at any time during the continuance of the lease after giving to the other party....

party six months' previous notice. When provision, as referred to above, is made in the leases, I do not think that there is any serious objection to continuing the leases for 5 years more.

"2/-. When the new school and Hostel buildings are ready the leases can be terminated by giving six months' notice to the owners of the buildings"

Resolution.- The recommendation of the Director of Public Instruction that the leases in connection with the school and the hostel buildings of the Anglo-Urdu High School, Hubli should be renewed for a further period of five years from 1st May 1940 on a monthly rent of Rs.220 and Rs.81-4-0, respectively, is sanctioned and the action taken by the Director in occupying the buildings from 1st May 1940 till now and in paying rent for them in anticipation of sanction is approved. The leases should contain, among others, the condition mentioned in the foregoing memorandum from the Director of Public Instruction, dated the 7th August 1941.

By order of the Governor of Bombay,

V. V. NADKARNI,
Senior Assistant Secretary to Government.

G. R., No.6624, E. D., dated the 23rd August 1941.

To

The Director of Public Instruction,

The Accountant General, Bombay,
(through the Finance Department),

The Finance Department.

B.C.27/8.

39/133

This indenture made the day of One thousand nine hundred and forty one between Messrs Sitaramappa Krishnappa Divte, Atmaramappa Krishnappa Divte and Gurunathappa Krishnappa Divte of Hubli (hereinafter called "the lessors" which expression shall unless excluded by or repugnant to the context include the said Messrs. S.K.Divte, A.K.Divte and G.K. Divte, their heirs, executors, administrators, and assignees) of the one part and the Governor of Bombay (hereinafter called "the lessee" which expression shall unless excluded by or repugnant to the context include his successors and assigns) of the other part.

Whereas the lessors are possessed of or otherwise well and sufficiently entitled to the land and building more particularly described in Schedule A hereto and ~~intended~~ intended to be hereby demised. And Whereas the lessors have agreed to let and the lessee has agreed to take the said land and building on lease for the period and at the rent and on the terms and conditions hereinafter mentioned.

Now this indenture witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the lessee to be performed and observed the lessors do hereby demise unto the lessee all that piece or parcel of land

4-135

together with the (3) buildings and open space at the back of the main school building situated in the town of Hubli in the Hubli taluka and in the registration sub-district of Hubli in the Dharwar District and more particularly described in the Schedule appended hereto and for greater clearness delineated on the plans hereto annexed and signed by the executing parties aforesaid (such ~~premises~~ land and buildings being hereafter referred to as "the said premises");

To hold the said premises unto the lessee for a period of five years from the 1st of May 1940 to the 30th April 1945 (hereinafter referred to as "the said term"), paying therefor during the said term to the lessors or their duly appointed agent the monthly rent of rupees three hundred and one and annas four only which is payable in arrears on or before the 8th day of each succeeding month the payment upto the month of 1941 having been made before the execution of these presents, the receipt of which the lessors hereby acknowledge.

2. And the lessee doth hereby covenant with the lessors as follows, namely, that the lessee shall, from time to time during the continuance of the lease -

(1) pay or cause to pay to the lessors or their duly appointed agent the monthly rent of rupees three hundred and one and annas four only (Rs.301-4-0)hereby reserved at the time and in the manner hereinbefore appointed for the payment

thereof;

(2) use and occupy the said premises in a fair and tenantable manner and unless the lease is renewed on the expiration or earlier determination of the said term, restore the said premises to the lessors in as good a condition as they were in, when the lessee was put in possession thereof, except in-so-far as any damage or loss may have been caused by reasonable wear and tear or by fire, storm, earthquake or other act of God or as a result of civil commotion;

(3) keep the said premises in a sanitary condition and attend to all notices from the Municipality of Hubli in this behalf.

(3) And the lessors do hereby covenant with the lessee as follows, namely -

That the lessors shall -

(1) pay the annual ground rent or assessment of the said premises due to Government and all Municipal and local rates and taxes including special water and sanitary taxes payable in respect of the said premises insofar as they are not hereby expressly made payable by the lessee,

(2) throughout the said term keep the said premises both externally and internally in thoroughly good and tenantable repairs to the satisfaction of the Head Master, Government Anglo-Urdu High School, Hubli (hereinafter referred to as "the Head Master"),

(3) carry out during the said ter

at their own expenses annual white-washing painting and oiling, tile turning and other repairs for the monsoon season so as to keep the roofs of all the buildings proof against leakage, and all other repairs that may be required to be done from time to time by the Head Master,

(4) on receipt of a notice in writing signed by the Head Master stating that certain repairs specified therein are necessary and required to be done to the said premises, forthwith cause such repairs to be expeditiously and satisfactorily effected within such period as may be specified in the said noticeand in the event of such repairs not being satisfactorily completed within the period so specified, the Head Master shall be at liberty to execute the same at the expense of the lessors and to deduct the cost of such repairs from the amount of the rent accrued due from time to time.

(5) the lessee or the sub-tenant of the lessee or any person holding under lessee, paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore mentioned and on the part of the lessee to be observed and performed shall throughout the said term peacefully hold and enjoy the said premises without any interruption or disturbance whatsoever by the lessors or any person claiming under or in trust for them,

(4) And it is hereby further expressly agreed and declared by and between the parties hereto that -

(1) the lessee shall have the right to sublet the said premises or any portion thereof during the continuance of the lease,

(2) in the event of the said premises being wholly or partially destroyed or damaged by fire, tempest, earthquake, or any other act of God or as a result of Civil commotion and thus rendered unfit for occupation, this lease shall immediately determine and the rent hereby reserved under these presents shall cease to accrue due or to be payable as from the date of such determination until the said premises shall have been rebuilt, repaired or reinstated by the lessors so as to be intheir former condition. Provided however that the lessee shall have the option of terminating the lease immediately on the happening of any such event,

(3) either ofthe parties may terminate the lease at any time during the continuance of the lease after giving to the other party six months' previous notice in writing of its intention so to do and on the expiry of the six months from the date of any such notice,unless the party giving notice shall have agreed in writing that the notice shall not have effect, this lease shall cease and determine and all the rights, liabilities and obligations of the lessors and the lessee hereinbefore expressed, so far as the same shall not then have already

accrued due or have been incurred thereunder, shall cease and determine as if this lease had not been entered into,

(4) if at the expiration of the said term, the lessee shall have duly performed the covenants herein contained and shall be desirous of taking a renewed lease of the said premises and shall have given to the lessors six months' notice in writing prior to the expiry of the said term, the lessors shall grant a further lease of the said premises on the same terms and at the same rent and for such further period as may be required by the lessee,

(5) the expenses incurred in the preparation, execution and registration of these presents shall be paid by the lessors.

Schedule above referred to

(A) Main school building :-

Main school building with adjoining ground floor used as dining room - (52' 8" x 12') with the open space both in the front and at the back (Municipal No.417 and City Survey No.2636)

On the West:- Nulla and beyond that the Timber Addaa of Mr.Bhujagrao Kerkar.

On the East:- Station Road

On the North:- Mr.Pralhadrao Chitgupi's compound

On the South:- Ground floor of the (new building) additional build

51 HD

ing of the land lords.

Measurement of the main school building and the ground floor of the additional building used as dining room.

From South to North:- 114 ft.

From West to East :- 184 ft. including front compound and the whole open space at the back side.

(B) Additional school building:- Only the first floor including the first floor of the dining room, adjacent to and on the same line as the main school building.

Municipal No.417-A and City survey No.2636

On the West:- Open space of the Lessors

On the East:- Station Road.

On the North:- Main school building with its open space belonging to the lessors and described in schedule (A)

On the South:- Coen Road leading to the Co-operative Hospital.

(Measurement of the additional school building)

(1) One Block: from South to North 45 ft. and 9 inches, from West to East - 46 ft. and 6 inches

(2) The other block: (a) from South to North - 15ft. & 6 inches.

(b) from South to North - 32 ft & 6 inches plus 4 ft.extended.

From West to East - 74ft. 6 inches.

(C) Hostel Building:- (a) Building both ground floor and first floor with open space in the front (Municipal No.417 A and City survey No.2636 and ward No.1).

53+47

Area:- 70 ft from East to West
58 ft. & 6 inches from North to South.

On the West: Nulla & beyond that Timber Depot of Mr.Bhujangrao Kerkar.

On the East: Building of the Lessors

On the North: Open space of the main school building.

On the South: Coen Road leading to the Co-operative Hospital.

(b) Three rooms and verandah in front of them measuring :-

(i) Rooms: 12' X 10' each

(ii) Verandah: 8' X 30'

(iii) Bath rooms: 9' X 20'

(iv) Open platform : 20' X 8'

(v) open space: 25' from East to West and 28' from North to South in between the new building and the three rooms referred to above.

On the West: New building.

On the East: Part of the building used as shops and beyond that Station Road.

On the North: Main school building with its open space & adjoining room used as dining room.

On the South: Part of the building used as shops and beyond that Coen Road.

(c) A storey of the main school building at its North extremity for the use of the Superintendent.

In witness whereof the lessors have set their hands hereto and the Director of Public Instruction, Poona, hath set his hand and seal of his office for

55 149

and on behalf ofthe Governor of Bombay hereto the day and the year first above written.

Signed and delivered by the above named Messrs Sitaramappa Krishnappa Divte, Atmarampppa Krishnappa Divte and Gurunath ppa Krishnappa Divte of Hubli in the presence of

1 ——
2 ——

Signed, sealed and delivered by

Esq., the Director of Public Instruction, Poona, in the presence of

1.

2.

Seal

Annexures:- Plans.

I 57 +5T 25 X 47 25

B K

Form of lease of land granted for the "combined cattle breeding and mixed farming project".

To

This is to certify that

of

(hereinafter called "the lessee") has, subject to the provisions of the Bombay Land Revenue Code, 1879 (Bom. V of 1879), and the rules made thereunder, and subject to the conditions hereinafter specified, been allowed by the Governor of Bombay (hereinafter referred to as "Government") to occupy for the purposes of "the Combined Cattle Breeding and Mixed Farming Project" for a period of 15 years, commencing from day of 194 (hereinafter called "the said term") a plot of land situated in the village of Galgali, petha Bilgi, district Bijapur, measuring about 25 acres and more particularly described in the schedule hereunder (hereinafter referred to as the said plot) ~~subject to the following terms and conditions :-~~

5%-753 22 295 117

(1) The lessee shall not claim any right to the trees now existing or growing hereafter in the said plot but shall maintain the trees in good condition and shall not cause any loss, damage or injury to them.

(2) The said plot shall be handed over back by the lessee to the Government on the date of expiry of the said term in the same good condition in which it was at the time of leasing the said plot, ordinary wear and tear ~~exempted~~ excepted.

(3) The lessee shall within three months of his taking possession of the said plot buy at his own expense not less than six Khillari cows approved by the Livestock Expert to Government, Bombay Province, (hereinafter referred to as the Livestock Expert to Government) and shall make every attempt to increase their number.

(4) A Khillari Bull will be supplied by the Livestock Expert to Government on Premium Bull System i.e. either at 1/2 cost and no maintenance or if the lessee pay full cost of the bull, with maintenance at Rs. 7 p.m."

(5) The lessee shall maintain the cows and their progeny in good condition and follow the instructions of the Livestock Expert to Government in regard to his breeding policy.

(6) The lessee shall stock such quantit of hay and prepare such amount of silage a

61 155 259 277

is determined by the Livestock Expert to Government on the grazing area leased to him jointly along with other lessees by Government for the purpose under the project aforesaid, in order to supplement the grazing available there. During the non-monsoon months when the "Kuran" area is accessible, the herds shall be removed to the area leased hereunder and shall be maintained there. The manure shall be stored on the said plot and applied to the cultivable area in the plot.

(7) The lessee shall maintain all the young stock until it is fit for breeding. Thereafter the lessee may dispose of the young stock with the sanction of the Livestock Expert to Government, the first preference being always given to the nominees of the W.A.F.[x] Institute, Bijapur.

x here insert full name of the institute

(8) The lessee shall see that the Khillari cows and their female progeny are served only by the bull supplied by the Livestock Expert to Government as hereinafter before described, maintain a proper

(9) The lessee shall record of the service and breeding in respect of his herd.

(10) The lessee shall execute a bond for Rs. 500 or such other amount as may be fixed by Government and shall procure a surety for the like amount for the proper observance of the terms and conditions of this lease and in the event of his not observing

63 +57

all the terms and conditions of this lease the full amount of the bond or such part thereof as the Collector may determine shall be liable to be forfeited to ~~Government~~ the Governor of Bombay and ~~both~~ the said plot of land shall be resumed by Government without any compensation.

(11) The lessee shall allow inspection of the said plot, the sheds ~~constituted~~ constructed thereon and the cattle and also of the records maintained by him, by the officers of gazetted rank of the Agricultural, Veterinary and Revenue departments of the Government of Bombay.

(12) The lessee shall immediately make a report to the Mahalkari of Bilgi or to the Collector of Bijapur about the outbreak of any disease among the cattle and shall also arrange for their treatment or removal or disposal according to the instructions received by him either from the aforesaid officers or from the Veterinary Department of the Government.

65 759 125

(13) The lessee shall pay in respect of the said plot a yearly rent equal to the amount of assessment payable for the land; such rent shall be paid on the dates fixed for the payment of Land Revenue in the village.

(14) The lessee shall carry out the cropping scheme drawn up from time to time by the Director of Agriculture, Bombay Province, in respect of the said plot.

(15) The lessee shall endeavour his utmost to catch silt in the area given to him along the river and also in the ~~ka~~ hollows of the flooded area by planting 'Lakki' and shall stop washings by the floods of the river.

(16) For the purposes of affording shelter to the cows and their progeny the lessee shall construct on thesaid plot at his own expense a kachha shed (with a suitable compound or enclosure) of the type approved by the Livestock Expert to Government on the site selected for the purpose.

67+64

In this lease the words "lessee" shall include the lessee, his heirs, successors, legal representatives and permitted assignees.

Schedule above referred to.

(here insert particulars of land at A or B)

This lease is executed on behalf of the Governor of Bombay by the Collector of Bijapur district and under his seal of office this day of one thousand nine hundred and forty —

Signed

Seal

Collector of Bijapur.

I the aforesaid lessee do hereby accept this lease on the terms and conditions therein mentioned

Signed by

Lessee

in the presence of

~~3-8 CAM~~

69 463 ~~89 385~~

Agricultural lease of 25 acres

~~Bombay No.~~

II

Form of lease of land granted for the "combined cattle breeding and mixed farming project".

To

(1)

(2)

(3)

(4)

This is to certify that (1) .....
(2) ..... (3) .....
(4) ..... of
(hereinafter called "the lessees") have, subject to the provisions of the Bombay Land Revenue Code, 1879 (Bom. V of 1879), and the rules made thereunder, and subject to the conditions hereinafter specified, been allowed by the Governor of Bombay (hereinafter referred to as "Government") to occupy and use jointly for the purposes of "The Combined Cattle Breeding and Mixed Farming Project" for a period of 15 years, commencing from
day of 194
(hereinafter called "the said term") a plot of land situated in the village of Galgali, petha Bilgi, district Bijapur measuring ± about 200 acres and more particularly described in the schedule hereunder (hereinafter referred to as the said plot): ~~subject to the following terms and conditions :-~~

(1) The lessees shall not claim any right

71 165 25/29

to the trees now existing or growing hereafter in the said plot but shall maintain the trees in good condition and shall not cause any loss, damage or injury to them.

(2) The said plot shall be handed over back by the lessees to the Government on the date of expiry of the said term in the same good condition in which it was at the time of leasing the said plot ordinary wear and tear excepted.

(3) Each of the lessees shall within three months of his taking possession of the said plot buy at his own expense not less than six Khillari cows approved by the Livestock Expert to Government, Bombay Province, (hereinafter referred to as the Livestock Expert to Government) and shall make every attempt to increase their number.

(4) A Khillari Bull will be supplied by the Livestock Expert to Government on Premium Bull System i.e. either at 1/2 cost and no maintenance or if the lessees pay full cost of the bull, with maintenance at Rs. 7 p.m.

(5) Each of the lessees shall maintain the cows and their progeny in good condition and follow the instructions of the Livestock Expert to Government in regard to his breeding policy.

(6) Each of the lessees shall stock such quantity of hay and prepare such amount of silage as is determined by the Livestock Expert to Government on the said plot inorder

73-167 24/30

to supplement the grazing available there. During the non-monsoon months when the "Kuran" area is accessible, the herds shall be removed to the respective Kuran area leased to each of the lessees separately and shall be maintained there. The manure shall be stored on the plot and applied to the cultivable area in the plot.

(7) Each of the lessees shall maintain all the young stock until it is fit for breeding. Thereafter the lessee may dispose of the young stock with the sanction of the Livestock Expert to Government, the first preference being always given to the nominees of the *W.A.F. Institute, *Bijapur.

* Here insert full name of the Institute.

(8) The lessees shall see that the Khillari cows and their female progeny are served only by the bull supplied by the Livestock Expert to Government as hereinbefore described.

(9) Each of the ~~Livestock~~ lessees shall maintain a proper record of the service and breeding in respect of his herd.

(10) Each of the lessees shall execute a bond for Rs. 500 or such other amount as may be fixed by Government and shall procure a surety for the like amount for the proper observance of the terms and conditions of this lease and inthe event of his not observing all the terms and conditions of this lease the full amount of the bond or such part thereof as the Collector may determine shall be liable to be forfeited to the Government of Bombay and

the said plot of land shall be resumed by Government without any compensation.

(11) The lessees shall allow inspection of the said plot, the sheds constructed thereon and the cattle and also of the records maintained by each, by the officers of gazetted rank of the Agricultural, Veterinary and Revenue departments of the Government of Bombay

(12) The lessees shall immediately make a report to the Mahalkari of Bilgi or to the Collector of Bijapur about the outbreak of any disease among the cattle and shall also arrange for their treatment or removal or disposal according to the instructions received by them either from the aforesaid officers or from the Veterinary Department of the Government.

(13) The said plot shall be used jointly for grazing the Khillari cows and the breeding bull maintained by the Lessees for the project for which this lease is granted and for no other purpose.

(14) Each of the lessees shall pay in respect of the said plot a proportionate share of the yearly rent which shall be equal to the amount of assessment payable for the plot. Such rent shall be paid on the date on which assessment is payable in the village.

(15) For the purpose of affording shelter to the cattle each of the lessees shall construct on the said plot at his own expense a kachha shed (with a suitable compound or enclosure) of the type approved by the

Livestock Expert to Government on the site selected for the purpose.

In this lease the words "lessees" shall include the lessees, their respective heirs, successors, legal representatives and permitted assignees.

Schedule above referred to.

(Here insert particulars of land at C on pages 103-04).

This lease is executed on behalf of the Governor of Bombay by the Collector of Bijapur district and under his seal of office this day of one thousand nine hundred and forty

Signed

Seal

Collector of Bijapur.

We the aforesaid lessees do hereby accept this lease on the terms and conditions herein mentioned

Signed by

Lessees (1)

(2)

(3)

(4)

Witnesses

79 173

Legal Department.

It is advisable to grant a joint lease for the grazing plot of about 200 acres and a separate lease to each of the four lessees for the cultivable plot of 25 acres each. Two draft leases are therefore appended herewith, subject to the following remarks :-

(a) It is presumed that the plot stated to be liable to be resumed by Government under clause (10) of the draft lease for a breach of any of the conditions of the lease is to be so resumed without payment of any compensation to the lessee. The clause has been amended accordingly.

(b) It is presumed that the rent payable in respect of two plots of land is yearly rent. Respective clauses regarding rent have been revised accordingly.

17/10

Solicitor to Government.

U.R. to R.D., No. 9087, dated the 18th October 1941.